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**Objection Deadline: October 13, 2008  
at 4:00 P.M.**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 11

LEHMAN BROTHERS HOLDINGS INC.,  
*et al.*

Case No. 08-13555 (JPM)

(Jointly Administered)

Debtors.

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**SUPPLEMENTAL OBJECTION OF HENEGAN CONSTRUCTION CO., INC.  
TO DEBTORS' PROPOSED CURE PAYMENT SUBMITTED IN ACCORDANCE  
WITH PROCEDURE ESTABLISHED PURSUANT TO THE COURT'S ORDER  
DATED SEPTEMBER 20, 2008 APPROVING SALE OF PURCHASED  
ASSETS AND ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS**

Henegan Construction Co., Inc. ("Henegan"), by and through its counsel,  
Halperin Battaglia Raicht, LLP, respectfully submits this supplemental objection<sup>1</sup> (the  
"Objection") to the above-captioned debtors' (the "Debtors") proposed payment of cure amounts  
as set forth in the lists maintained by the Debtors on the website  
<http://chapter11.epiqsystems.com/lehman> (the "Website") and is submitted in accordance with  
the procedures established by the Court in the Order Under 11 U.S.C. §§ 105(a), 363, and 365  
and Federal Rules of Bankruptcy Procedure 2002, 6004 and 6006 Authorizing and Approving  
(A) the Sale of Purchased Assets Free and Clear of Liens and Other Interests and (B)  
Assumption and Assignment of Executory Contracts and Unexpired Leases, dated September 19,

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<sup>1</sup> Henegan initially submitted an objection to the Debtors' proposed cure amount payment on September 19, 2008 [ECF No. 126].

2008 (the “Sale Order”), as modified by the Notices of Revision to Schedules of Certain Contracts and Leases Assumed and Assigned to Purchaser, dated October 1, 2008 and October 2, 2008. In support of its Objection, Henegan respectfully represents as follows:

**OBJECTION**

1. Henegan provided construction services to the Debtors pursuant to a Master Services Contract, among other agreements (the “Contracts”). In the pre-petition period, Henegan completed construction work for the Debtors with respect to three pieces of real property that the Debtors leased from non-debtor third parties. The Debtors seek to assume and assign the Contracts to the Purchaser<sup>2</sup> in connection with the sale approved by the Sale Order.

2. As set forth on the Website, as updated on October 1, 2008, the Debtors allege that the cure amount due Henegan upon the assumption and assignment of its Contracts to the Purchaser is \$437,633.63. Henegan objects to the cure amount proposed by the Debtors. As evidenced by the invoices attached hereto, the amount owed to Henegan for work performed under the Contracts to be assumed is \$3,281,172.49 (the “Cure Claim Amount”). The Cure Claim Amount is for work performed by Henegan for the Debtors with respect to the Debtors’ leaseholds at 399 Park Avenue, 1271 Avenue of the Americas and 1301 Avenue of the Americas, all in New York, New York. A summary of the amount due by location is attached and the invoices supporting Henegan’s Cure Claim Amount are attached hereto as Exhibit “A”.

3. While Section 365 of the Bankruptcy Code permits a debtor to assume or reject any executory contract, a debtor must first cure, or provide adequate assurance that it will promptly cure, all defaults incident to such contracts. Here, the Debtors cannot assume and/or assign the Contracts without paying Henegan the Cure Claim Amount of \$3,281,172.49 in full. Furthermore, the Cure Claim Amount is not subject to bona fide dispute.

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<sup>2</sup> Unless defined herein, capitalized terms shall have the meaning ascribed to them in the Sale Order.  
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4. Accordingly, subject to payment of the Cure Claim Amount in full, Henegan has no objection to the assumption and assignment of the Contracts. In accordance with the procedures under the Sale Order, Henegan shall meet and confer with the Debtors and the Purchaser with respect to the Cure Claim Amount set forth herein.

**WHEREFORE**, Henegan respectfully requests that the Court: (a) establish the Cure Claim Amount for the Henegan Contracts at \$3,281,172.49; (b) authorize and direct that the Cure Claim Amount be paid as provided in the Purchase Agreement, and (c) grant Henegan such other relief as is just and proper.

Dated: New York, New York  
October 8, 2008

**HALPERIN BATTAGLIA RAICHT, LLP**  
*Counsel to Henegan Construction Co., Inc.*

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